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*Counsel for Plaintiffs, Trustees of the  
Operating Engineers Pension Trust, et al.*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

TRUSTEES OF THE OPERATING ENGINEERS)

PENSION TRUST, TRUSTEES OF THE ) CASE NO. 2:11-cv-01317-GMN-PAL

OPERATING ENGINEERS HEALTH AND )

WELFARE FUND, TRUSTEES OF THE ) STIPULATION FOR DISMISSAL

OPERATING ENGINEERS VACATION- ) WITHOUT PREJUDICE AND

HOLIDAY SAVINGS FUND; and TRUSTEES ) ORDER THEREON

OF THE OPERATING ENGINEERS )

JOURNEYMAN AND APPRENTICE TRUST )

)

Plaintiffs, )

)

vs. )

)

REPUBLIC CRANE SERVICE, LLC, a Nevada )

limited-liability company; and RAYMOND P. )

BELLAMY, an individual, )

)

Defendants. )

)

IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, Trustees of the  
Operating Engineers Pension Trust, Trustees of the Operating Engineers Health and Welfare Fund,  
Trustees of the Operating Engineers Vacation-Holiday Savings Trust, and Trustees of the  
Operating Engineers Journeyman and Apprentice Training Trust, and Defendants, Republic Crane  
Service, LLC and Raymond Bellamy, individually, by themselves and through their respective  
attorneys of record, and subject to the approval and Order of the Court, as follows:

1           1.       A full and final settlement of the above-entitled action has been entered into and  
2 agreed to by all parties. Therefore, the parties request that this action be dismissed without  
3 prejudice.

4           2.       The parties have executed a Settlement Agreement and Mutual Release setting  
5 forth the terms of their agreement. The terms and conditions of the Settlement Agreement and  
6 Mutual Release, and all documents referred to or attached thereto, are incorporated herein by this  
7 reference.

8           3.       The parties have agreed that this Court shall reserve and retain jurisdiction of this  
9 action and the parties to enforce the terms of the Settlement Agreement and Mutual Release  
10 executed by the parties herein.

11  
12 Dated: June 26, 2012

**LAQUER, URBAN, CLIFFORD & HODGE LLP**

13 By: /s/ Nathan R. Ring

**Nathan R. Ring, Esq., Nevada State Bar No. 12078**  
*Counsel for Plaintiffs*

14  
15  
16 Dated: June 26, 2012

**LITTLER MENDELSON**

17 By: /s/ James Winkler

**James Winkler, Esq., Nevada State Bar No. 6536**  
*Counsel for Defendants*

18  
19  
20 **ORDER**

21 IT IS HEREBY ORDERED that the above-entitled case be dismissed without prejudice.  
22 The Court retains jurisdiction to enforce the terms of the settlement agreement of the parties.

23 **IT IS SO ORDERED** this 27th day of June, 2012.

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27 Gloria M. Navarro  
28 United States District Judge